

UNITED STATES DISTRICT COURT
SOUTHERN DISTRICT OF NEW YORK

-----X
AAMENA HAMEED,

Plaintiff,

-against-

EGYPTAIR AIRLINES COMPANY,

Defendant.
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**COMPLAINT &
JURY TRIAL DEMAND**

Index No.:

The Plaintiff, AAMENA HAMEED, by her attorneys BOHRER & LUKEMAN, as and for her complaint against Defendant, EGYPTAIR AIRLINES COMPANY (“EGYPTAIR”) alleges the following upon information and belief:

1. The jurisdiction of this Court is invoked pursuant to 28 U.S.C. Sec. 1331, insofar as a federal question is presented pursuant to the Convention for the Unification of Certain Rules for International Carriage by Air done at Montreal on May 28, 1999 (the “Montreal Convention”).

2. Venue is proper in this judicial district pursuant to 28 U.S.C. Sec. 1391, in that Defendant has offices and transacts business within this judicial district, specifically, at 90 Broad Street, Suite 501, New York, New York 10004.

3. Plaintiff resides in Franklin Parks, New Jersey.

4. Defendant EGYPTAIR AIRLINES COMPANY (hereinafter “EGYPTAIR”) is a foreign corporation authorized to do business in the State of New York.

5. The plaintiff’s travel pursuant to the contract of carriage which forms the basis for this cause of action originated and concluded in the State of New York.

6. Defendant EGYPTAIR was and is a common carrier engaged in the business of transporting passengers for hire by air.

7. As part of its business as a common carrier of passengers by air, defendant EGYPTAIR operates regularly scheduled flights to and from John F. Kennedy International Airport(JFK) in the City and State of New York.

8. One such flight took place on or about December 28, 2022, wherein Defendant EGYPTAIR operated and controlled a certain aircraft, designated as EGYPTAIR Flight 985 (the “subject aircraft”), on a flight from Cairo International Airport (CAI) to New York’s John F. Kennedy International Airport (JFK) (the “subject flight”).

9. On or about December 28, 2022, Plaintiff was a fare-paying passenger lawfully aboard the subject flight.

10. On or about December 28, 2022, Defendant EGYPTAIR employed a flight crew aboard the subject flight who was responsible for the safe and secure operation of its flights as well as the safety and well-being of its passengers.

11. On or about December 28, 2022, the subject flight was conducted on an aircraft owned, leased, operated, staffed, or otherwise controlled by the Defendant EGYPTAIR.

12. On or about December 28, 2022, Defendant EGYPTAIR was responsible for the service, maintenance, inspection, and/or repair of the subject aircraft.

13. On or about December 28, 2022, and for some time prior thereto, Defendant EGYPTAIR was responsible for the training, management, supervision, and/or control of its agents, servants, employees, and/or contractors responsible for the inspection, maintenance, and/or repair of the subject aircraft, and more specifically, the tray tables aboard the subject aircraft.

14. The subject aircraft was equipped with individual passenger’s tray tables located within the seatback directly in front of each passenger’s seat, one of which was in front of Plaintiff (“the tray table”).

15. On or about December 28, 2022, the tray table and/or the seat to which it was attached was defective.

16. On or about December 28, 2022, Defendant EGYPTAIR was responsible for the training, management, supervision, and/or control of its flight crew aboard the subject flight, including but not limited to the crew's adherence to standard safety policies and protocol.

17. On or about December 28, 2022, during the course of the subject flight, Plaintiff was seated aboard the subject aircraft when a cup of scalding hot liquid fell from the tray table.

18. On or about December 28, 2022, while seated aboard the subject aircraft, Plaintiff was injured as the result of an accident.

19. Specifically, during the course of the subject flight Plaintiff was severely burned as the result of contact with scalding hot liquid.

20. Plaintiff's injuries were caused by an accident pursuant to Article 17 of the Montreal Convention, defined as an unexpected or unusual event or occurrence external to the Plaintiff, and not by Plaintiff's own internal reaction to the normal operation of the aircraft.

21. As a result of said accident, Plaintiff was injured.

22. As a result of said accident, Plaintiff was seriously injured.

23. As a result of said accident, Plaintiff was permanently injured.

24. As a result of said accident, Plaintiff suffered great pain, agony and mental anguish, and in the future shall continue to suffer from same.

25. As a result of said accident, Plaintiff suffered economic loss and in the future shall continue to suffer from same.

26. As a result of said accident, Plaintiff was forced to expend sums of money on medical treatment and in the future shall continue to expend money on same.

27. As a result of said accident, Plaintiff was deprived of her enjoyment of life, pursuits and interests and in the future shall continue to be deprived of same.

28. As a result of the foregoing, Defendant is liable to pay full, fair, and reasonable damages to Plaintiff pursuant to the Montreal Convention.

29. Defendant cannot meet its burden of proving that its negligence did not cause or contribute to the accident and the resulting injuries to Plaintiff.

30. Defendant cannot meet its burden of proving that the injuries suffered by Plaintiff were caused solely by the acts of third parties.

WHEREFORE, Plaintiff AAMENA HAMEED demands judgment against Defendant EGYPTAIR in an amount to be determined at trial, together with interest, costs and disbursements of this action.

JURY DEMAND

Plaintiff demands a jury of eight (8) persons for all claims stated.

Dated: March 1, 2023

BOHRER & LUKEMAN

A handwritten signature in dark ink, appearing to read 'A. Bohrer', with a large, loopy initial 'A'.

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